AWARD/CONTRACT  1. This Contract Under DPAS							Rating DOA4	Page	1 <b>Of</b> 25	
2. Con	tract (Proc. I	nst. Ident) No.		ective Dat						
W56HZ	V-04-C-0596	· j		2	2004JUL23 SEE SCHEDULE					
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15A	. Item No.	15B. Schedule Of Sup	nlies/Services		15C. Qu		15D. Ur			Amount
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		Cost-Plus-Fixed-	Fee		R	esearch a	and Devel	lopment Contracts		
						15G. '	Total Am	ount Of Contract -	616 076	3,612.00
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( <b>X</b> )	Section	Description		Page(s)	(X)	Section		Descriptio	n	Page(s)
	1	Part I - The Schedule					Contract			
X	A	Solicitation/Contract Form	10 .	1	Х	I		ract Clauses	100	17
X	B	Supplies or Services and Price		2				Documents, Exhibits, A	nd Other Attack	
Х	C D	Description/Specs./Work Stat Packaging and Marking	ement	6	X	J Dowt IV				25
X	E	Inspection and Acceptance		10 11		K		ntations And Instructions esentations, Certifications		
X	F	Deliveries or Performance		12	-	1		r Statements of Offeror		
X	G	Contract Administration Data	1	13		L		s., Conds., and Notices		
Х	Н	Special Contract Requiremen		15	1	M		nation Factors for Awar		
		Cont	racting Offic	er Will C	Complete I	tem 17 Or	18 As App	olicable		
17. X	Contractor'	s Negotiated Agreement (Cor	tractor is		18. A	ward (Con	tractor is	not required to sign thi	is document.) Y	our offer on
-	0	document and return 2 signe				on Number			ncluding the add	
_		tractor agrees to furnish and do			_			dditions or changes are		
or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein.					hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a)					
The rights and obligations of the parties to this contract shall be					the Government's solicitation and your offer, and (b) this award/contract. No					, ,
subject to and governed by the following documents: (a) this					further co	ontractual	document	t is necessary.		
		the solicitation, if any, and (c) s tifications, and specifications, a								
or incorporated by reference herein. (Attachments are listed										
herein.)										
19A. Name And Title Of Signer (Type Or Print)						ne Of Cont		fficer		
								(586)574-7070		
19B. N	ame of Contr	actor	19c. Date S	igned		ed States C			20C. Da	nte Signed
_					_				2004JU	
By C					By C:		/SIGNED/	- Oee	-	,22,
	ignature of pe	erson authorized to sign)			(Sigi 25-106	nature of C	ontractin	g Officer) Standard Form	26 (Pov. 4-85)	

# Reference No. of Document Being Continued PIIN/SIIN $^{W56HZV-04-C-0596}$ MOD/AMD

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Name of Offeror or Contractor: SAFT AMERICA, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	ADVANCED PROCESSING LI-ION BATTERIES	1	LO		\$ 16,878,612.00
	NOUN: ADVANCED PROCESSES-LI-ION SECURITY CLASS: Unclassified				
	The contractor shall furnish all the supplies and services to accomplish the Section C Scope of Work.				
	(End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance           DLVR SCH         PERF COMPL           REL CD         QUANTITY         DATE           001         1         30-JUL-2010				
	\$ 16,878,612.00				
	The breakdown of the current negotiated value of CLIN 0001 is as follows:				
	Estimated Cost: \$16,077,035.00  Fixed Fee: 801,577.00  Total: \$16,878,612.00  (End of narrative F001)				
000101	ADVANCED PROCESSING LI-ION BATTERIES				
	NOUN: BAA LI-LON BATTERY PACK PRON: R342C309R3 PRON AMD: 01 ACRN: AA AMS CD: 778045E2512 (AMOUNT: \$ 2,000,000.00)				
0002	DATA ITEM				
	SECURITY CLASS: Unclassified				

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Name of Offeror or Contractor: SAFT AMERICA, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A002	DATA_ITEM	1	LO	\$** NSP **	\$** NSP **
	NOUN: ANNUAL REPORTS SECURITY CLASS: Unclassified				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001 3  DEL REL CD QUANTITY DEL DATE  001 1 SEE DD FORM 1423				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423				
A004	DATA ITEM	1	LO	\$** NSP **	\$** NSP **
	NOUN: TECHNICAL VIDEOTAPE SECURITY CLASS: Unclassified				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001 3  DEL REL CD QUANTITY DEL DATE  001 1 SEE DD FORM 1423				
	FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS				
	(Y00003) SEE NARRATIVE ON DD 1423				

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Name of Offeror or Contractor: SAFT AMERICA, INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A005	DATA ITEM	1	LO	\$** NSP **	\$** NSP **
	NOUN: FINAL TECHNICAL REPORT SECURITY CLASS: Unclassified				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001 3  DEL REL CD QUANTITY DEL DATE  001 1 SEE DD FORM 1423				
	FOB POINT: Destination				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423				

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Name of Offeror or Contractor: SAFT AMERICA, INC.

#### B.1 Estimated Cost and Payment

- B.1.1 The estimated cost for performance of the work required under this contract is \$16,077,035.00, which shall constitute the estimated cost for the purpose of the Contract Clause hereof entitled LIMITATION OF FUNDS.
- B.1.2 The contractor will be paid for the fixed fee stated in Section B, CLIN 0001, for the performance of work under the contract and in accordance with the terms of the Contract Clause entitled FIXED FEE, (Mar 1997), FAR 52.216-8. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the contractor's service in connection with the work required and performed under this contract.
- B.1.3 Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled ALLOWABLE COST AND PAYMENT.

\*\*\* END OF NARRATIVE B 001 \*\*\*

#### B.2 Payment

The contractor may submit public vouchers monthly for payment under this contract. The fee will be payable at the time of reimbursement of cost at the same rate to such cost as the total fee of this contract bears to the total estimated cost thereof, subject to any withholding pursuant to provisions of this contract.

\*\*\* END OF NARRATIVE B 002 \*\*\*

#### B.3 Funding

B.3.1 The Government shall provide funds under this contract covering the estimated cost and fee hereof on an incremental basis as provided for in the following funding schedule and pursuant to the Contract Clause entitled LIMITATION OF FUNDS. It is estimated that the incremental amounts are sufficient for the performance of work in each of cited periods. The Government may, at its discretion, allot such funds on an incremental basis within each fiscal year. The contractor shall so plan and execute the work required by this contract as to expend and/or commit funds compatible with the schedule set forth below. Whenever the contractor has reason to believe that the funds allotted to this contract for any fiscal year are either insufficient or excessive for the performance of work required in that fiscal year, the Government shall be so notified.

#### B.3.2 Funding Schedule

Performance Period	Amount
FY04 - Award through Dec 04	\$2,000,000.00
FY05 - Jan 05 through Dec 05	\$3,000,000.00
FY06 - Jan 06 through Dec 06	\$3,000,000.00
FY07 - Jan 07 through Dec 07	\$3,000,000.00
FY08 - Jan 08 through Dec 08	\$3,000,000.00
FY09 - Jan 09 through Completion	\$2.878.612.00

B.4 <u>Funds Allotted</u>. The amount of funds currently allotted to this contract is \$2,000,000.00

\*\*\* END OF NARRATIVE B 003 \*\*\*

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Name of Offeror or Contractor: SAFT AMERICA, INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

#### C.1 Objectives

Advanced high energy Lithium-ion (Li-ion) battery packs provide a compact, high power and high energy source that enables mobility, lethality, and survivability of hybrid-electric ground vehicles. The Army requires batteries with high power density, high energy density, safe electrolyte material, and a compact thermal management system for Future Combat Systems (FCS) Program ground vehicles. The Army is trying to optimize the manufacturing process of advanced high power and high energy Li-ion batteries. The contractor shall optimize and fully automate the manufacturing process for high power Li-Ion batteries to achieve the following:

- a. Double the production rate and shorten the manufacturing time from 950 to 350 labor hours for a battery pack of 30 kW-hr by Fiscal Year 2008. This should result in a significant reduction in cost of the production Li-Ion batteries from \$2000/kW-hr to no more than \$1000/kW-hr. These improvements target Li-Ion battery cells suitable for integration in military vehicles for both continuous and pulsed power applications. The Li-Ion battery cells must exceed 2kW/kg for pulsed power and must also meet or exceed150 W-hr/kg for long range and silent watch applications.
- b. Integrate new materials and electrolytes in order to improve Li-Ion battery safety by preventing cell venting and shorting that leads to flames and fire due to overcharging or object penetration. Further, the use of such new materials must result in Li-Ion batteries that (i) are suitable to withstand all shock and vibration tests specified in Mil STD 810, "Environmental Engineering Considerations and Laboratory Tests"; and (ii) operate in the temperature range of -40 degrees to 60 degrees Celsius.

#### C.2 Tasks

In order to accomplish the objectives of this program, the contractor, shall conduct, but not be limited to, the following tasks:

#### C.2.1 Task A. Manufacturing Process Improvement

The contractor shall review the manufacturing steps of Li-Ion batteries for military and commercial applications and improve the process with a series of steps to meet the specific objectives set forth in C.1, above: (1) decrease the manufacturing costs and shorten the manufacturing time, (2) enhance the reliability and increase the yield, and (3) reduce set-up/turnover time, during production change over from one cell or battery type to another. The contractor shall meet these objectives by performing the specific tasks listed below:

#### C.2.1.1 Task Al. Manufacture of Improved Electrodes

The contractor shall investigate new electrode materials to develop a safer and more reliable product. The contractor shall design and procure all necessary equipment needed for the insertion and application of the new electrode and electrolyte materials in the high power and high energy Li-Ion battery cells. This will include electrode mix preparation, coating of mix onto foil and solvent removal, calender of coated foil and electrode slitting and electrode drying.

- C.2.1.2 Task A2. Process automation
- C.2.1.2.1 The Contractor shall develop automated processes for electrolyte filling, cell winding, bussing, closing, cell electrical formation, and battery assembly.
- C.2.1.2.2 The contractor shall propose, develop and implement fundamental and significant process changes to how the electrical current from the foil electrodes is bussed or collected.
- C.2.1.2.3 The contractor shall devise and implement new, more efficient and automated manufacturing processes for cell winding, tabbing, bussing, and cell closures. The contractor shall investigate the elimination of discrete tab welding operation and evaluate tab-less bussing on VL30P cells.
- C.2.1.2.4 The contractor shall also investigate and implement the following improvements:
  - (i) reduction of the number of tabs per cell by increasing tab width;
  - (ii) addition of equipment that splices the first roll to the second, thus eliminating alignment errors;
  - (iii) the use of an adjustable table for easy changeover of tab welding horns and welding anvil;
- (iv) improve the accuracy of the electrode position sensor by either making changes to the existing winder or designing a new winder. The contractor shall perform a trade-off study to determine which alternative will result in the most improvement in the accuracy of the electrode position sensor;
- (v) develop batch style vertical holding tray so bussing of discrete tabs of an electrode connector can be accomplished faster and more reliably; and
  - (vi) develop fixtures for laser welder so cassette of cells can be inserted into welder.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 7 of 25
CONTINUATION SHEET	PIIN/SIIN W56HZV-04-C-0596 MOD/AMD	

Name of Offeror or Contractor: SAFT AMERICA, INC.

- C.2.1.2.5 Further, the contractor shall:
  - (i) integrate all processes so that a programmable controller directs laser weld operations;
  - (ii) design and implement fixtures and automation of helium leak check on each cell; and
- (iii) develop and implement software and a drive table to perform laser welds on multiple cells inserted into welder at the same time.
- C.2.1.3 Task A3. Filling Process
- C.2.1.3.1 The contractor shall review and identify ways to improve the filling process of Li-Ion cells through automation. The contractor shall define the improved filling process with all the necessary materials and equipment to prove and validate its operation. This includes:
  - (i) perforated foil substrate;
  - (ii) filling operation outside of a dry box;
  - (iii) better define the air evacuation phase;
  - (iv) study the effect of back fills of different gases;
  - (v) examine the influence of separator on the fill process; and
  - (vi) refine the electrolyte injection phase in order to decrease the time for electrolyte filling.
- C.2.1.3.2 The contractor shall design an industrial process for filling Li-Ion cells and submit it to the COR in writing for concurrence within six months in accordance with CDRL A006. The COR will review and provide written concurrence or comment within two (2) weeks after receipt (Email correspondence is acceptable). After receipt of COR's written concurrence, the contractor shall implement the design for filling Li-Ion cells.
- C.2.1.4 Task A4. Cell Electrical Formation
- C.2.1.4.1 The contractor shall investigate the cell electrical formation process and conduct an evaluation to help obtain a shorter and more cost effective cell electrical formation process. This effort shall include:
  - (i) the impact of a better filling process;
  - (ii) soak time and temperature before the start of the electrical formation; and
  - (iii) an improved and more efficient method of industrial type electrical formation process.
- C.2.1.4.2 The contractor shall determine the optimum cell electrical formation and submit its findings in writing to the COR for review and concurrence within 18 months after contract award in accordance with CDRL A006. The COR will review and provide written concurrence or comment within 2 weeks after receipt (Email correspondence is acceptable). After receipt of COR concurrence, the contractor shall implement the optimum cell electrical formation.
- C.2.1.5 Task A5. Battery assembly

The contractor shall review and identify methods to shorten the time used for battery assembly such as:

- (i) combining the bus bar, wire harness, and control board into one unit that can be easily installed on the module;
- (ii) designing and developing the connection between the bus bar and cell terminals to allow plugging in individual cells into the module;
  - (iii) improving the fastening methods for easy and quick connection and removal.

The contractor shall implement these methods in a notional battery module (one module) as a model for improving the Li-Ion battery. The contractor shall submit in writing the recommended improvements along with an assessment of effectiveness of the improvements on the notional module to the COR for review and concurrence within 24 months after award. The COR will review and provide written concurrence or comment within 2 weeks after receipt (Email correspondence is acceptable). After receipt of COR concurrence, the contractor shall implement the improvements into battery assembly process.

#### C.2.2 Task B Cell Performance and Safety

The contractor shall investigate the use of cell materials that can improve safety, help achieve high temperature stability and cold temperature performance. The contractor shall evaluate circuit breakers for large capacity and high power Li-Ion cells based on various modes of operations such as mechanical changes, pressure changes, temperature changes and voltage changes. The contractor shall incorporate circuit breakers for large capacity and high power Li-Ion cells and investigate and recommend new materials for low

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Name of Offeror or Contractor: SAFT AMERICA, INC.

temperature performance and high temperature stability.

#### C.2.2.1 Task B1 Circuit Breaker Development

The contractor shall investigate, develop, and design concepts that could be potential circuit breakers for large cells. The contractor shall assemble a list of concepts that could be circuit breakers for large cells, analyze the functionality, design a research testing capability not in cells (i.e. test stand) and see if the concepts reproducibly work. The contractor shall determine the best circuit breaker and submit its findings in writing to the COR for review and concurrence within 18 months of contract award in accordance with CDRL A006. The COR will review and provide written concurrence or comment within 2 weeks after receipt (Email correspondence is acceptable). After receipt of COR concurrence, the contractor shall integrate the accepted circuit breaker into the battery cell.

#### C.2.2.2 Task B2 Material Investigation, Temperature Performance and Stability

The contractor shall address the following technical areas relating to the development of a low-cost/high-performance lithium cell: (i) development of improved electrode materials, (ii) enhancement of low temperature performance; and (iii) improvement of high temperature stability.

# C.2.2.3 Task B3 Development of Improved Positive Electrode Materials Leading to Safety and Lower Costs

The contractor shall improve the development of positive electrode materials that lead to safety and lower cost as stated in section C.2. The contractor shall improve the safety and cost of lithium ion cells by performing the following subtasks:

- (i) evaluate heat generation of materials in fully delithiated states that mirror overcharge conditions using Thermogravimetric analysis (TGA) and Differential Thermal Analysis (DTA); and
- (ii) characterize electrochemical performance and improve power capability such that positives exceed a pulse power of >2kW/kg cell level and pulse widths between 5 to 15 seconds and rates greater than 30C.

#### C.2.2.4 Task B4 Low Temperature Performance

The contractor shall improve the low temperature performance of lithium ion cells by assessing under various DC polarization and electrochemical impedance spectroscopy measurements, the contributions of each major component, positive and negative electrodes, and electrolyte for performance limitations at cold temperatures. The contractor shall determine individual electrode kinetics during storage, cycling and Li-Ion plating on anode during charging. The contractor shall also develop solvents that give improved cold temperature performance and study the electrochemical properties of liquid based electrolytes and their characteristics at very low temperature and determine the effects of surface films on the electrodes.

#### C.2.2.5 Task B5 Improve High Temperature Stability

The contractor shall improve the high temperature resilience of lithium-ion cells as described in C.1 above, via a combination of thermally stable electrodes and thermally stable candidate electrolytes. Activities under this task include the following: (i) Evaluation of improved electrolytes with high temperature resilience; (ii) evaluation of alternate salts; (iii) identification and assessment of suitable electrolyte additives to minimize salt decomposition; (iv) identification and characterization of performance losses if any, charge/discharge characteristics at different temperatures, lithium plating at low temperatures and especially at high charge rates.

#### C.3 Meetings

# C.3.1 Start of Work Meeting:

The contractor shall contact the Contracting Officer's Representative (COR) to schedule a Start of Work meeting at TARDEC to be conducted within 30 days after contract award or as mutually agreed between the contractor and the COR. At this meeting, the contractor shall discuss their planned approach to complete the contract effort. In addition to the COR, the contractor shall invite the ACO identified in Section G of the contract, along with the Contract Specialist and the Contracting Officer identified on page one of the contract.

#### C.3.2 Quarterly Meetings

The contractor shall host Quarterly meetings at its facility, at the date and time mutually agreed between the contractor and the COR. There shall be four (4) meetings per year for the duration of the contract; the fourth shall be the Annual Meeting described in C.3.3, below. At the quarterly meetings, the contractor shall present the progress made during the previous quarter and validate it against the contract SOW, schedule and objectives. In addition to the COR, the contractor shall invite the Administrative Contracting Officer (ACO) identified in Section G of the contract, along with the Contract Specialist and the Contracting Officer identified on page one of the contract.

#### C.3.3 Annual Meetings

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Name of Offeror or Contractor: SAFT AMERICA, INC.

The contractor shall host Annual meetings at its facility, at the date and time mutually agreed between the contractor and the COR, to review the program progress during the previous year and discuss the data, manufacturing improvements and their implementation in a production mode and their impact on the battery pack cost and reliability. There will be one meeting per year for the duration of the contract. In addition to the COR, the contractor shall invite the ACO identified in Section G of the contract, along with the Contract Specialist and the Contracting Officer identified on page one of the contract.

#### C.4 Deliverables

#### C.4.1 Contractor's Progress & Status Report

The contractor shall prepare quarterly progress and status reports and prepare reviews in accordance with CDRL item A001. The status reports shall summarize the work completed; the contract tasks not completed and significant accomplishments, problems or delays. The reports shall include the status of on-going studies and studies completed during the reporting time period, as well as test results and their interpretation. The first report shall be due approximately 90 days after contract award; the contractor shall deliver the status report to the COR approximately one week prior to the scheduled Quarterly Review Meetings described in C.3.2, above.

#### C.4.2 Annual Scientific & Technical Reports

The contractor shall prepare annual scientific and technical status reports (replaces the Progress Report that would be due that quarter) and prepare reviews in accordance with CDRL item A002. The status reports shall summarize the work completed in the past year, the contract tasks not completed and significant accomplishments, problems or delays. The reports shall include the status of on-going studies and studies completed during the reporting time period, as well as test results and their interpretation. The first annual report shall be due approximately 12 month after contract award; the contractor shall deliver the annual report to the COR approximately one week prior to the scheduled Annual Review Meetings described in C.3.3, above.

#### C.4.3 Performance and Cost Reports

The contractor shall prepare monthly performance and cost reports in accordance with CDRL item A003. The performance and cost reports shall report all total costs incurred to date, list of parts ordered, with specific reference to the cost incurred since the last performance and cost report. The first report shall be delivered to the COR approximately 30 days after contract award; for reporting periods when quarterly progress and status reports are due, the performance and cost report shall be delivered concurrently with the progress and status report.

#### C.4.4 Technical Videotape Presentation

The contractor shall deliver a video tape with narrative, demonstrating the automation of the manufacturing process developed under this contract in accordance with CDRL data item A004. The videotape presentation shall demonstrate the entire manufacturing process from start and end of a cell to pack level, showing all intermediate steps.

#### C.4.5 Final Scientific and Technical Report

The contractor shall prepare a draft final report in accordance with CDRL data item A005 and deliver to the COTR seventy months after contract award, with 30 days for COTR review and 30 more days for submission of the final report itself by 72 months, or 6 years, after the start of the contract. The contractor shall submit one (1) final "Scientific and Technical Report" within 30 days after the receipt of the draft comments and shall incorporate the COR's comments in the final report. The contractor shall deliver a section in the final report documenting the steps to produce the desired improvements, the test data and the results leading to the final recommended manufacturing process. A submission of a DD250 is required at the time of delivery of the Final Report.

#### C.5.6 Post-Award Information

At the start of work meeting described in paragraph C.3.1, the contractor shall present information describing the plans the company has to pursue the automation of improving the manufacturing process and lowering the cost of Li-ion batteries for the next six years other than the effort required under this contract.

\*\*\* END OF NARRATIVE C 001 \*\*\*

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Name of Offeror or Contractor: SAFT AMERICA, INC.

SECTION D - PACKAGING AND MARKING

# D.1 Packaging and Packing

All items delivered under this contract shall be packaged and packed in accordance with standard commercial practices, in order to assure arrival at Destination without damage or loss.

#### D.2 Marking

The contractor shall ensure that all technical data, deliverable under this contract, is identified by contract number, contractor name and address and, where applicable, the name and address of the subcontractor who generated the data.

\*\*\* END OF NARRATIVE D 001 \*\*\*

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Name of Offeror or Contractor: SAFT AMERICA, INC.

SECTION E - INSPECTION AND ACCEPTANCE

 Regulatory Cite
 Title
 Date

 E-1
 52.246-9
 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)
 APR/1984

#### E.3 Inspection and Acceptance Point:

Inspection and acceptance of all deliverables under this contract shall be made at Destination by the Contracting Officer or his duly authorized representative. The determination that the deliverables are complete and conform to the requirements of the contract will be made by the Contracting Officer's Representative (COR), to assure the work and the results thereof are in accordance with the terms of the contract.

\*\*\* END OF NARRATIVE E 001 \*\*\*

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Name of Offeror or Contractor: SAFT AMERICA, INC.

SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP WORK ORDER(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991

F.3 DATA

F.3.1 The contractor shall submit all reports electronically in accordance with the Contract Data Requirements List (CDRL), (DD Form 1423), Exhibit A, to the following addresses:

F.3.2 All items called for in this contract that cannot be submitted electronically, shall be delivered FOB Destination to:

U.S. Army Tank-automotive and Armaments Command ATTN: AMSTD-TAR-R/MS 121, Sonya Gargies 6501 E. 11 Mile Rd. Warren, Michigan 48397-5000

#### F.4 DURATION OF PERFORMANCE:

- F.4.1 All effort required under this contract, including delivery of the final technical report, shall be completed within seventy-two (72) months (six years) after contract award date.
- F.4.2 The contractor shall deliver the draft technical report seventy (70) months after award. The Government will review and provide comments writing within thirty (30) days after receipt of the draft. The contractor shall deliver the final technical report within thirty (30) days after receipt of Government comments.

\*\*\* END OF NARRATIVE F 001 \*\*\*

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Name of Offeror or Contractor: SAFT AMERICA, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

DDOM /

\* \* G.1 SPECIAL PAYING INSTRUCTIONS: PAY OLDEST MONEY FIRST \* \*

- G.1.1 The PAYING OFFICE: shall determine the total amount requested on each invoice or payment voucher received against the contract. Each payment shall be made against the oldest fiscal year funding line(s) in the contract for which funds remain available. If the oldest fiscal year is represented by two or more accounting lines that still contain funds, payment shall be made equally against all accounting lines representing the oldest fiscal year until such lines are completely disbursed.
- G.1.2 First example: the contract includes one accounting line from fiscal year 2003 and two accounting lines from fiscal year 2004. Result: disbursements against new invoices are made on the fiscal 2003 accounting line until it is completely disbursed, before any disbursements are made against the fiscal year 2004 accounting lines. Once disbursements start against the fiscal year 2004lines, those payments will be split equally between the two available fiscal 2004 lines.
- G.1.3 Second example: the contract includes four accounting lines from fiscal year 2003 and one accounting line from fiscal year 2004. Result: disbursements against new invoices are made and recorded equally against each of the four fiscal 2003 accounting lines. If one of the 2003 accounting lines becomes completely disbursed but money remains available on other 2003 lines, then payment on subsequent invoices will be made and recorded equally among the remaining 2003 lines until they become completely disbursed, before disbursements are made against the fiscal year 2004 line.

\*\*\* END OF NARRATIVE G 001 \*\*\*

	PRON/						JOB			
LINE	AMS CD/		OBLG				ORDER	ACCOUNT	ING	OBLIGATED
<u>ITEM</u>	MIPR	<u>ACRN</u>	STAT	ACCC	OUNTING CLASSIFICATION		NUMBER	STATION		AMOUNT
000101	R342C309R3 778045E2512	AA	2	21	42040000046N6N7EP778045255Y	S20113	42C309	W56HZV	\$	2,000,000.00
								TOTAL	\$	2,000,000.00
SERVICE							ACCOU			OBLIGATED
NAME	TOTA	L BY A	ACRN	ACCC	OUNTING CLASSIFICATION		<u>STATI</u>	ON		AMOUNT
Army		AA		21	42040000046N6N7EP778045255Y	S20113	W56HZ	V	\$ _	2,000,000.00
								TOTAL	\$	2,000,000.00
	Reg	ulator	ry Cit	<u>e</u>		Title			_	<u>Date</u>
G-1		242-40	016	CC	OMMUNICATIONS				I	MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Sonya Gargies

e-mail: gargiess@tacom.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Marian McDonald

e-mail: Marian.McDonald@dcma.mil

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE

DEC/1991

(a) <u>Definition</u>. <u>Contracting Officer's Representative</u> means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical

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or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3 52.227-4004 RELEASE OF INFORMATION (TACOM)

OCT/2003

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000,\_prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360\_1.pdf .

[End of clause]

\* \* \*

G-4 52.232-4005 INVOICE INFORMATION REQUIREMENT (TACOM)

JAN/1988

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

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I-C-0596 **MOD**/A

Name of Offeror or Contractor: SAFT AMERICA, INC.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-2	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-3	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-4	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-5	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-6	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-7	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-8	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-9	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-10	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-11	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-12	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-13	252.246-7001	WARRANTY OF DATA	DEC/1991
H-14	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	JUN/2004

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards\_official.htm
Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm
Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm
Red River Army Depot: http://www.redriver.army.mil/contracting/Awards

Anniston Army Depot: http://www.anadprocnet.army.mil

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
- (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:
  - (1) Microsoft\* 2002 Office Products (TACOM can currently read Office 2002\* and lower.): Word, Excel, Powerpoint, or Access
  - (2) 100 or 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM
  - (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

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[End of Clause]

H-15 52.216-4008

STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS

JUN/1989

- (a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.
- (b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-16 52.246-4026

(TACOM)

addresses given below, using either of the following methods:

LOCAL ADDRESSES FOR DD FORM 250

JAN/2002

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the
  - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
  - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm

[End of Clause]

#### H.17 Purchase Authority:

The contractor shall submit a written request for purchase approval to the COR for each material order or item of equipment that costs ten thousand dollars (\$10,000.00) or more, prior to placing the order. The contractor shall request approval a minimum of 30 days in advance to allow the COR time to review the request and determine if the Government has suitable assets that can be provided as Government furnished material/equipment. In the event the material or equipment qualifies as "special test equipment" as defined in FAR 52.245-18 (see Section I), then the procedures and approval process described therein shall have precedence.

\*\*\* END OF NARRATIVE H 001 \*\*\*

H.18 Subcontracting Plan: The Subcontracting Plan in support of W56HZV-04-Q-BAA1 Topic 4, Program: Lithium Ion Technology Manufacturing, dated July 16, 2004, is hereby incorporated by reference.

\*\*\* END OF NARRATIVE H 002 \*\*\*

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://farsite.hill.af.mil/

# [End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-15	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-16	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-17	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-18	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-19	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-20	52.216-8	FIXED FEE	MAR/1997
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-22	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-23	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-24	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-25	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACTOVERTIME COMPENSATION	SEP/2000
I-26	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-27	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-28	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-29	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-30	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-31	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-32	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-33	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-34	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-35	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-36	52.227-12	PATENT RIGHTSRETENTION BY THE CONTRACTOR (LONG FORM)	JAN/1997
I-37	52.228-7	INSURANCELIABILITY TO THIRD PERSONS	MAR/1996
I-38	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-39	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-40	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-41	52.232-17	INTEREST	JUN/1996
I-42	52.232-22	LIMITATION OF FUNDS	APR/1984
I-43	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-44	52.232-25	PROMPT PAYMENT	OCT/2003
I-45	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-46	52.233-1	DISPUTES	JUL/2002
I-47	52.233-3	PROTEST AFTER AWARD (ALTERNATE I, dated JUN 1985)	AUG/1996
I-48	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-49	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-50	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997

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	Regulatory Cite	Title	Date
I-51	52.242-13	BANKRUPTCY	JUL/1995
I-52	52.243-2	CHANGESCOST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-53	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-54	52.244-2	SUBCONTRACTS (ALT IAUG 1998)	AUG/1998
I-55	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-56	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-	JUN/2003
		HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	
I-57	52.245-18	SPECIAL TEST EQUIPMENT	FEB/1993
I-58	52.246-25	LIMITATION OF LIABILITYSERVICES	FEB/1997
I-59	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-60	52.249-14	EXCUSABLE DELAYS	APR/1984
I-61	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-62	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-63	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-64	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-65	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-66	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-67	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-68	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-69	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-70	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-71	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS	APR/2003
I-72	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-73	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-74	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-75	252.227-7013	RIGHTS IN TECHNICAL DATANONCOMMERCIAL ITEMS	NOV/1995
I-76	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-77	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-78	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONSCOMPUTER SOFTWARE	JUN/1995
I-79	252.227-7030	TECHNICAL DATAWITHHOLDING OF PAYMENT	MAR/2000
I-80	252.227-7034	PATENTSSUBCONTRACTS	APR/1984
I-81	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-82	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-83	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD	MAR/2000
		CONTRACTS)	
I-84	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$-0- or the overtime premium is paid for work--
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
  - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
  - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
  - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other

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Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

T-85

52.204-7

CENTRAL CONTRACTOR REGISTRATION

OCT / 2003

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Contractor's CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
  - (1) An offeror may obtain a DUNS number
    - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com/ ; or
    - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
    - (2) The offeror should be prepared to provide the following information:
      - (i) Company legal business name.
      - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
      - (iii) Company physical street address, city, state and Zip Code.
      - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
      - (v) Company telephone number.
      - (vi) Date the company was started.
      - (vii) Number of employees at your location.
      - (viii) Chief executive officer/key manager.
      - (ix) Line of business (industry).
      - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

- (i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention
  - (A) Change the name in the CCR database;

Name of Offeror or Contractor: SAFT AMERICA, INC.

#### Reference No. of Document Being Continued

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THIVIN WSOMEV OF C 0550

(B) Comply with the requirements of Subpart 42.12 of the FAR;

- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.
- (g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at http://www.ccr.gov/ or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

I-86 52.219-4

NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS

JAN/1999

Page 20 of 25

- (a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
  - (b) Evaluation preference.
    - (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-
      - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
      - (ii) Otherwise successful offers from small business concerns;
- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
  - [ ] Offer elects to waive the evaluation preference.
  - (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
  - (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for

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Name of Offeror or Contractor: SAFT AMERICA, INC.

personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

OZONE-DEPLETING SUBSTANCES T - 8752.223-11

MAY/2001

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- (a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Evironnmental Protection Agency designates in 40 CFR part 82 as--
  - (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
  - (2) Class II, including but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_ which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-88 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS Hand or measuring tools delivered under this contract shall be produced in the United States or its possessions.

(End of clause)

I-90 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

- (a) Definitions. As used in this clause--
- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
  - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
  - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
  - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of

#### Reference No. of Document Being Continued

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Name of Offeror or Contractor: SAFT AMERICA, INC.

the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

- (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

- (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
  - (i) This contract is a construction contract; or
  - (ii) The supplies being transported are-
    - (A) Noncommercial items; or
    - (B) Commercial items that-
    - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
    - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
    - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
  - (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
  - (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;

# Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-C-0596 MOD/AMD

Name of Offeror or Contractor: SAFT AMERICA, INC.

(6) Prime contract number; and

**CONTINUATION SHEET** 

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

> ITEM CONTRACT

DESCRIPTION LINE ITEMS OUANTITY TOTAL.

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

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Name of Offeror or Contractor: SAFT AMERICA, INC.

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

CONTI	MITATION CHEET	Reference No. of Document Being Continued			Page 25 of 25
CONTINUATION SHEET		PIIN/SIIN W56HZV-04-C-0596	MOD/AMD		
Name of Offeror	or Contractor: SAFT AMERI	CA, INC.		•	
SECTION J - LIST	OF ATTACHMENTS				
List of		mt. 1.	P. L.	Number	Toward the A.D.
Addenda		Title	Date	of Pages	<u>Transmitted By</u>
Attachment 001	CONTRACT DATA REQUIREME	ENTS LIST (CDRL) DD1423			

PHIN/SHN W56HZV-04-C-0596
MOD/AMD

ATT/EXH ID Attachment 001
PAGE 1

CONTRACT DATA REQUIREMENT LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

1. DATA ITEM NO. ....: A001 2. TITLE OF DATA ITEM.: Contract Progress, Status & Management Reports 3. SUBTITLE ..... : Status Reports 4. AUTHORITY .....: DI-MGMT-80227 5. CONTRACT REFERENCE: C.4.1 6. REQUIRING OFFICE...: AMSRD-TAR-R 12. DATE OF FIRST SUB.: 90 DADC 9. DIST. STATEMENT REQUIRED.: 7. DD250 REQ..... LT 10. FREQUENCY..... See Block 16 13. DATE OF SUBS. SUB.: See Block 16 11. AS OF DATE..... See Block 16 8. APP CODE....: 14. DISTRIBUTION A. ADDRESSEES B. COPIES: Draft FINAL Ms Sonya Gargies, Contracting Officer's Rep (COR), E-mail: gargiess@tacom.army.mil Ms. Pamela Thornton, Contract Specialist, E-mail: kostownp@tacom.army.mil TOTAL: Ω Mailing address:

U. S. Army Tank-automotive and Armaments Command ATTN: Ms. Sonya Gargies, AMSRD-TAR-R, Mail Stop 121 6501 E. 11 Mile Road Warren, MI 48397-5000

# 16. REMARKS:

- a. The contractor shall provide quarterly status reports and review meetings. The status reports shall summarize work completed to date on the contract with specific reference to the contract tasks completed, tasks not completed, status of on-going studies, studies completed during the reporting time period and any significant accomplishments, problems or delays. The contractor shall provide contract review meetings minutes for all of the government attended meetings. The status reports will also report total costs incurred to date, with specific reference to the costs incurred since the last status report.
- b. Complete the reports in accordance with (IAW) Data Item Description (DID) DI-MGMT-80227, "Contractor's Progress, Status, and Management Report." The COR is responsible for accepting or rejecting the "Contractor's Progress, Status, and Management Reports." See DID DI-MGMT-80227, at the Internet address below, for instructions on completing the required report.

http://astimage.daps.dla.mil/docimages/0001\48\17\DI80227.PD8

If this link does not work, go to: http://assist.daps.dla.mil/quicksearch/fsc\_quicksearch.cfm and insert the "authority" reference in item 4 above in the "Document ID" box and submit.

- c. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:
- (1) Files readable using these Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
  - (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.
- (4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date. All alternate methods must be a no cost to the Government.

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MOD/AMD

ATT/EXH ID Attachment 001
PAGE 2

NOTES:

- (a) The above formats may be submitted in compressed form using self-extracting files.
- (b) Files may be read-only, password protected.
- d. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 100 or 250 Megabyte Zip\*-disk, 3 1/2 inch disk, or 650 megabyte CD-ROM. Identify the software application and version used to create each file submitted.
- (1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."
- (2) 100 or 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name, address and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip\*-disk.

\* Registered Trademark

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE :

1. DATA ITEM NO. ....: A002

2. TITLE OF DATA ITEM.: Scientific & Technical Reports

3. SUBTITLE .....: Annual Reports

4. AUTHORITY .....: DI-MISC-80711A (T)

5. CONTRACT REFERENCE: C.4.2

- 6. REQUIRING OFFICE.: AMSRD-TAR-R DIST.STATEMENT REQUIRED.: 12. DATE OF FIRST SUB. 12 months ADC
- 7. DD250 REQ..: DD 13. DATE OF SUBS. SUB.: Annually

8. APP CODE..... AS OF DATE.... See Block 16

14. DISTRIBUTION A. ADDRESSEES B. COPIES: Draft Final

Ms Sonya Gargies, Contracting Officer's Rep (COR), E-mail: gargiess@tacom.army.mil 0 1

Ms. Pamela Thornton, Contract Specialist, E-mail: kostownp@tacom.army.mil 0 1

TOTAL: 0 2

Mailing address:

U. S. Army Tank-automotive and Armaments Command

ATTN: Ms. Sonya Gargies

AMSRD-TAR-R, Mail Stop 121

6501 E. 11 Mile Road

Warren, MI 48397-5000

# 16. REMARKS

- a. The contractor shall prepare annual scientific and technical reports (replaces the Progress Report that would be due that quarter) and prepare reviews. The annual reports shall summarize the work completed in the last year; the contract tasks not completed and significant accomplishments, problems or delays. The reports shall include the status of on-going studies and studies completed during the reporting time period, as well as test results and their interpretation.
- b. Complete the reports IAW DID DI-MISC 80711A, "Scientific and Technical Reports," except as tailored to delete paragraph 10.2. See the data item description (DI-MISC-80711), at the Internet address below, for instructions on completing the required report. The COR is responsible for accepting or rejecting the annual reports. See the data item description (DI-MISC-80711), at the Internet address below, for instructions on completing the required report.

 $\verb|http://astimage.daps.dla.mil/docimages/0002\27\88\80711.PD4|$ 

If this link does now work, go to: http://assist.daps.dla.mil/quicksearch/fsc\_quicksearch.cfm and insert the "authority" reference in item 4 above in the "Document ID" box and submit.

You may download the SF 298 form, from the following Internet address:

http://www.dtic.mil/dtic/forms/sf298template.doc

You may download basic instructions for completing the SF 298 form, from the following Internet address:

http://www.dtic.mil/dtic/forms/SF298\_MS67.doc

- c. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:
- (1) Files readable using these Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
  - (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.
- (4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, in order to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date. All alternate methods must be a no cost to the Government.
- NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.
  - (b) Files may be read-only, password protected.
- e. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 100 or 250 Megabyte Zip\*-disk, 3 1/2 inch disk, or 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.
- (1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary; however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."
- (2) 100 or 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name, address and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip\*-disk.

\* Registered Trademark

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO. ....: A003

2. TITLE OF DATA ITEM.: Performance and Cost Reports

3. SUBTITLE .....: Financial Reports

4. AUTHORITY .....: DI-FNCL-80912

5. CONTRACT REFERENCE: C.4.3

6. REQUIRING OFFICE...: AMSRD-TAR-R 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB.: 30 DADC 7. DD250 REQ..... LT

10. FREQUENCY..... monthly 13. DATE OF SUBS. SUB.: See Block

11. AS OF DATE..... See Block 16 8. APP CODE....:

14. DISTRIBUTION A. ADDRESSEES B. COPIES: Draft FINAL

Ms Sonya Gargies, Contracting Officer's Rep (COR), E-mail: gargiess@tacom.army.mil 0 1 Ms. Pamela Thornton, Contract Specialist, E-mail: kostownp@tacom.army.mil 0 TOTAL: Ω

Mailing address:

U. S. Army Tank-automotive and Armaments Command ATTN: Ms. Sonya Gargies, AMSRD-TAR-R, Mail Stop 121 6501 E. 11 Mile Road Warren, MI 48397-5000

# PIIN/SIIN W56HZV-04-C-0596 MOD/AMD ATT/EXH ID Attachment 001 PAGE 4

#### 16. REMARKS:

- a. Contractor shall provide monthly written financial reports. First report due 30 days after award of the contract.
- b. The financial reports shall report all total costs incurred to date, list of parts ordered, with specific reference to the cost incurred since the last performance and cost report. Complete the reports in accordance with (IAW) Data Item Description (DID) DI-FNCL-80912, "Performance and Cost Reports." The COR is responsible for accepting or rejecting the Financial Reports See DID DI-FNCL-80912, at the Internet address below, for instructions on completing the required report.

http://assist.daps.dla.mil/docimages/0001/49/93/DI80912.PD6

If this link does now work, go to: http://assist.daps.dla.mil/quicksearch/fsc\_quicksearch.cfm and insert the "authority" reference in item 4 above in the "Document ID" box and submit.

- c. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:
- (1) Files readable using these Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
  - (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.
- (4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date. All alternate methods must be a no cost to the Government.
- NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.
  - (b) Files may be read-only, password protected.
- d. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 100 or 250 Megabyte Zip\*-disk, 3 1/2 inch disk, or 650 megabyte CD-ROM. Identify the software application and version used to create each file submitted.
- (1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."
- (2) 100 or 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name, address and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip\*-disk.

- \* Registered Trademark
- 17. PRICE GROUP:
- 18. ESTIMATED TOTAL PRICE :

```
1. DATA ITEM NO. ....: A004
```

2. TITLE OF DATA ITEM.: Technical Videotape Presentation

3. SUBTITLE .....: Video

4. AUTHORITY .....: DI-MISC-81275

5. CONTRACT REFERENCE: C.4.4

6. REQUIRING OFFICE...: AMSRD-TAR-R 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB.: See Block 16

7. DD250 REQ.....: DD 10. FREQUENCY........ See Block 16 13. DATE OF SUBS. SUB.: See Block

8. APP CODE.....: 11. AS OF DATE..... See Block 16

14. DISTRIBUTION A. ADDRESSEES B. COPIES: Draft FINAL

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Ms Sonya Gargies, Contracting Officer's Rep (COR), E-mail: gargiess@tacom.army.mil Ms. Pamela Thornton, Contract Specialist, E-mail: kostownp@tacom.army.mil TOTAL:

Mailing address:

U. S. Army Tank-automotive and Armaments Command ATTN: Ms. Sonya Gargies, AMSRD-TAR-R, Mail Stop 121 6501 E. 11 Mile Road Warren, MI 48397-5000

#### 16. REMARKS:

- a. The contractor shall deliver a video tape demonstrating the automation of the manufacturing with narration at the completion of the optimization of the manufacturing processes. The videotape presentation shall demonstrate the entire manufacturing process from start and end of a cell to pack level, showing all intermediate steps. This videotape is used for internal use only. The contractor shall submit a draft video and draft written narrative to the COR within 70 months after contract award. The COR has 30 days after receipt to review and make comment/recommendations. The contractor shall incorporate COR recommendations and deliver the final video and narrative within 30 days after receipt of COR comments/recommendations. A DD250 is required for the final version. The contractor shall provide a copy of the DD250 to the contract specialist as well as to the COR.
- b. Complete the video and written narrative in accordance with (IAW) Data Item Description (DID) DI-MISC-81275, "Technical Videotape Presentation." The COR is responsible for accepting or rejecting the video and written narrative See DID DI-MISC-81275, at the Internet address below, for instructions on completing the required presentation.

http://assist.daps.dla.mil/docimages/0001/82/10/81275.PD0

If this link does now work, go to: http://assist.daps.dla.mil/quicksearch/fsc\_quicksearch.cfm and insert the "authority" reference in item 4 above in the "Document ID" box and submit.

- c. Prepare the video documentation in the Contractor's format. Submit the reports using any of the following electronic formats:
- (1) Files readable using these Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
  - (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.
- (4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an email copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date. All alternate methods must be a no cost to the Government.
- NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.
  - (b) Files may be read-only, password protected.
- d. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 100 or 250 Megabyte Zip\*-disk, 3 1/2 inch disk, or 650 megabyte CD-ROM. Identify the software application and version used to create each file submitted.
- (1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."
- (2) 100 or 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name, address and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip\*-disk.

\* Registered Trademark

17 PRICE GROUP:

18 ESTIMATED TOTAL PRICE :

#### 18. ESTIMATED TOTAL PRICE :

1. DATA ITEM NO. ....: A005

2. TITLE OF DATA ITEM.: Scientific & Technical Reports

3. SUBTITLE .....: Final Technical Report

4. AUTHORITY .....: DI-MISC-80711A

5. CONTRACT REFERENCE: C.4.5

6. REQUIRING OFFICE...: AMSRD-TAR-R 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB.: See Block 16

7. DD250 REQ.....: DD 10. FREQUENCY......: See Block 16 13. DATE OF SUBS. SUB.: See Block

8. APP CODE.....: 11. AS OF DATE.....: See Block 16

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Ms Sonya Gargies, Contracting Officer's Rep (COR), E-mail: gargiess@tacom.army.mil 1 1 Ms. Pamela Thornton, Contract Specialist, E-mail: kostownp@tacom.army.mil 0 1

#### Mailing address:

U. S. Army Tank-automotive and Armaments Command

ATTN: Ms Sonya Gargies AMSRD-TAR-R, Mail Stop 121 6501 E. 11 Mile Road Warren, MI 48397-5000

#### 16. REMARKS:

a. The Contractor shall deliver one (1) draft "Scientific and Technical Report," within seventy months after contract award. The COR has 30 days to review and comment. The final report is due 30 days after receipt of COR comments. The final version is due 72 months, or 6 years, after contract award date. The draft report shall include a completed Standard Form (SF) 298 (Report Documentation Page) as the report's cover sheet. The Contractor shall incorporate the COR's comments and submit one (1) final "Scientific and Technical Report" (with the completed SF 298) within thirty (30) days after receipt of draft comments. DD 250 is required for the final version. The contractor shall deliver a section in the final report documenting the steps to produce the desired improvements, the test data and the results leading to the final recommended manufacturing process.

b. Complete the reports IAW DID DI-MISC 80711A, "Scientific and Technical Reports," except as tailored to delete paragraph 10.2. See the data item description (DI-MISC-80711), at the Internet address below, for instructions on completing the required report. The COR is responsible for accepting or rejecting the draft and final reports, and for submitting the approved final report to the Defense Technical Information Center (DTIC), in Ft. Belvoir, VA. See the data item description (DI-MISC-80711), at the Internet address below, for instructions on completing the required report.

http://astimage.daps.dla.mil/docimages/0002\27\88\80711.PD4

If this link does now work, go to: http://assist.daps.dla.mil/quicksearch/fsc\_quicksearch.cfm and insert the "authority" reference in item 4 above in the "Document ID" box and submit.

- c. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:
- (1) Files readable using these Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
  - (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.
- (4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date. All alternate methods must be a no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.

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ATT/EXH ID Attachment 001
PAGE 7

- (b) Files may be read-only, password protected.
- d. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 100 or 250 Megabyte Zip\*-disk, 3 1/2 inch disk, or 650 megabyte CD-ROM. Identify the software application and version used to create each file submitted.
- (1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."
- (2) 100 or 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name, address and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip\*-disk.

\* Registered Trademark

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE :

1. DATA ITEM NO. ....: A006

2. TITLE OF DATA ITEM.: Scientific & Technical Reports

3. SUBTITLE .....: Designs, Processes, Methods & Concepts

4. AUTHORITY .....: DI-MISC-80711A (T)

5. CONTRACT REFERENCE: C.2.1.3.2, C.2.1.4.2, C.2.1.5, C.2.2.1

- 6. REQUIRING OFFICE.: AMSRD-TAR-R DIST.STATEMENT REQUIRED.: 12. DATE OF FIRST SUB. See Block 16
- 7. DD250 REQ..: LT 13. DATE OF SUBS. SUB.: See Block 16

8. APP CODE.....: ... AS OF DATE...... See Block 16

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Ms Sonya Gargies, Contracting Officer's Rep (COR), E-mail: gargiess@tacom.army.mil 0 1
Ms. Pamela Thornton, Contract Specialist, E-mail: kostownp@tacom.army.mil 0 1
TOTAL: 0 2

Mailing address:

U. S. Army Tank-automotive and Armaments Command

ATTN: Ms. Sonya Gargies

AMSRD-TAR-R, Mail Stop 121

6501 E. 11 Mile Road

Warren, MI 48397-5000

# 16. REMARKS

- a. C.2.1.3.2 Filling Process Design: Submit to COR for review and concurrence within 18 months after award. The COR will provided written concurrence within 2 weeks after receipt.
- C.2.1.4.2 Cell Electrical Formulation Process: Submit to COR for review and concurrence within 18 months after award. The COR will provided written concurrence within 2 weeks after receipt.
- C.2.1.5 Battery Assembly: Submit to COR for review and concurrence within 24 months after award. The COR will provided written concurrence within 2 weeks after receipt.
- b. Complete the reports IAW DID DI-MISC 80711A, "Scientific and Technical Reports," except as tailored to delete paragraph 10.2. See the data item description (DI-MISC-80711), at the Internet address below, for instructions on completing the required report.

 $http://astimage.daps.dla.mil/docimages/0002 \verb|\27\88\80711.PD4|$ 

If this link does now work, go to: http://assist.daps.dla.mil/quicksearch/fsc\_quicksearch.cfm and insert the "authority" reference in item 4 above in the "Document ID" box and submit.

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You may download the SF 298 form, from the following Internet address:

http://www.dtic.mil/dtic/forms/sf298template.doc

You may download basic instructions for completing the SF 298 form, from the following Internet address:

http://www.dtic.mil/dtic/forms/SF298 MS67.doc

- c. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:
- (1) Files readable using these Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
  - (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.
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- 17. PRICE GROUP:
- 18. ESTIMATED TOTAL PRICE: